

LOUDOUN COUNTY CIRCUIT COURT CLERK'S OFFICE

Application for Remote Access to Land Records System

The approval of this application and the subscriber agreement is subject to the discretion of the Clerk of the Circuit Court. By signing this agreement, the subscriber acknowledges and accepts the terms and conditions of *Subscriber Agreement for Remote Access to the Land Records Management System* as incorporated by reference herein.

SUBSCRIBER LAST NAME: _____

SUBSCRIBER FIRST NAME: _____

BUSINESS NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

WILL YOU BE THE DESIGNATED CONTACT PERSON FOR THE SPONSORING COMPANY? **Yes** **No**

If no, who is the contact person _____

UNITED STATES CITIZEN: **Yes** **No**

PURPOSE FOR REQUESTING ACCESS (*):

() Response to this inquiry is voluntary and not required. Responses will be used for statistical purposes only.*

As a subscriber, I certify that the information stated above is true and accurate.

SIGNATURE: _____

I _____, as a Notary Public, do hereby certify that on this
_____ Day of _____, _____, the foregoing instrument was acknowledged before me
by _____

Commonwealth of Virginia
County of _____

Notary Signature

Commission Expires: _____

Notary Number: _____

**Clerk of the Circuit Court
Loudoun County, Virginia
SUBSCRIPTION TO REMOTE ACCESS**

Introduction

The Clerk of the Circuit Court offers limited access to the Land Records Management System through secured and restricted web access. Access will be available through subscription only.

Availability of Records

The following types of records are available through subscription: deed books, plats, UCC-financing statements, judgment records and wills and estates records.

Deed index records from 1893 to the present*

Deed Images from Feb 1st 1905*

Oversized Plats

UCC-Financing Statements from 1996 to the present

Judgment records from 1985 to the present

Will Book Images from 1928 to the present

Will Book Indexes from July 1st 1985

Highway Plat Books

(*) Some index records and images are located in a "Single Page Search"

User Agreement & Application for Remote Access

Any new subscription user must review, complete and submit original application and agreement forms before access will be provided. The agreement and application form is attached for your reference. Approved account users will be contacted by phone.

Questions can be directed to Kevin J. Blatchley, Recording Manager or Joy Hayes, Recording Supervisor (703-737-8160).

Fees

The charge for remote access will be \$240 annually for each user. The fee for subscriptions approved during the year will be prorated. For more details regarding fees, please refer to paragraph number five of the agreement. Please make check payable to **Clerk of Circuit Court** and mail to:

**Clerk of the Circuit Court
Attention: Remote Access
P.O. Box 550
LEESBURG, VA. 20178**

SUBSCRIBER AGREEMENT FOR REMOTE ACCESS TO THE LAND RECORDS MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into as of _____
by and between the Clerk of the Circuit Court for Loudoun County, Virginia and,
_____, (hereinafter referred to as
the “subscriber.”) employed by, _____.

TERMS AND CONDITIONS

1. Term of Agreement

It is the intent of both parties to participate in a remote access program to commence on the day the applicable User Identification and Password Number are assigned to the subscriber and such agreement will continue until June 30, 2016 or when the agreement is terminated as provided herein.

2. Subscriber Options

The Clerk will provide on-line remote access to the indexes and documents on an “inquiry-only” basis.

3. Days and Hours of Operation

The Land Records Management System will be available online 24-hours a day.
Noted exceptions are:

- a. For periods of preventive maintenance and remedial maintenance.
- b. For operational issues beyond the control of the Clerk of the Circuit Court.

4. Site Visits by Clerk’s Office

During the course of a remote access subscription, the subscriber agrees to permit a representative or agent of the Circuit Court Clerk’s Office to visit the subscriber’s site of on-line access. Site visits will be coordinated with the subscriber and a mutually convenient arrangement will be made. Site visits will only be conducted Monday – Friday, between the hours of 10:00 A.M. and 4:00 P.M. Refusal to allow the Clerk’s Office access for site visits or refusal to schedule a convenient site visit for the Clerk’s Office representative after three attempts will result in termination of the agreement.

5. Fee

The remote access fee for this fiscal year is \$240 and prorated as follows. The fee must be paid before the remote access subscription is approved and appropriate logons are provided. The Clerk reserves the right to suspend or terminate service to the subscriber if payment is not received.

Subscription commencing July	\$ 240
Subscription commencing August	\$ 220
Subscription commencing September	\$ 200
Subscription commencing October	\$ 180
Subscription commencing November	\$ 160
Subscription commencing December	\$ 140
Subscription commencing January	\$ 120
Subscription commencing February	\$ 100
Subscription commencing March	\$ 80
Subscription commencing April	\$ 60
Subscription commencing May*	\$ 40
Subscription commencing June*	\$ 20

*Any new subscriptions beginning May or June will also be required to pay the renewal fee for the following fiscal year.

6. Services

The Clerk, deputy clerks, or his agents will provide the subscriber with “inquiry-only” access to the indexes and images that are included in the land records management system.

The Clerk, deputy clerks or his agents will provide the subscriber with documentation and limited consultation on specific problems that arise in the use of the system. The Clerk does not warrant or guarantee that the consultation results nor warrant or represent that all errors or problems will be corrected.

7. Subscriber Obligations

It is the responsibility of the subscriber to purchase the computer hardware and software necessary for remote access or to make modifications to their existing equipment that will permit remote access. The Clerk will not modify the Land Records Management System to accommodate a subscriber.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the subscriber’s account for access to the system. Unauthorized dissemination of passwords of users and/or unauthorized access granted by an account user to unauthorized personnel will result in revocation of an account with no refund of the subscription fee.

Information accessed from the Land Records Management System is for the use of the subscriber in the ordinary course of business. Use of the subscription for any purpose other than the ordinary course of business may result in revocation of an account with no refund of the subscription fee.

The subscriber is responsible for ensuring the use of the system by its employees is conducted in a proper and legal manner.

The accounts designated contact must notify the Clerk's Office in writing that a user is no longer authorized access and to request a substitute user on the account. Substitute users will be provided a new password and logon after submitting an agreement and application.

Information accessed from the remote access system by the subscriber shall not be sold, distributed, posted on a third party website or misused in any manner. **Any action to sell, distribute, post on a third party website or other misuse shall result in immediate termination of the remote access subscription** without refund of the remote access subscription fees and/or denial of a request to subscribe to the remote access system.

8. Limitation of Liability

The subscriber relieves and releases the Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The subscriber further relieves and releases the County of Loudoun and its officers and agents from liability for any and all damages resulting from interrupted service of any kind.

The subscriber hereby relieves releases and holds harmless the Clerk, the County of Loudoun and their deputies, employees and agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The subscriber agrees that the Clerk, deputy clerks, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party.

The data accessed by the subscriber may or may not be the official Government record required by law. In order to assure the accuracy of the data, the subscriber should consult the official Government record present in the Clerk's Office.

9. Assignment

The subscriber agrees not to assign any right or interest in this agreement. Any attempt to transfer or assign any rights, duties or obligations of this agreement by the subscriber will render the agreement null and void and the Clerk will terminate the agreement.

10. Modifications

Modifications to this agreement by the Clerk's Office will be sent to the subscriber via email or by first-class, postage paid mail. Other modifications to this agreement must be made in writing.

11. Notice of Changes

Any notice or written communication of any kind required or desired to be given or sent shall be delivered in person to the Clerk or a deputy clerk or mailed postage prepaid to the Clerk. Changes must be approved by an established company contact person designated by the subscribers sponsoring company.

12. Termination

This agreement may be terminated without cause by either party with fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees for services rendered or obligations incurred. The Clerk will refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for subscriber or any employee of the subscriber for failure to comply with the terms of this agreement, providing any false or incomplete information on the application form and for failure to make payment of required fees. In cases of termination for a violation of the terms and conditions, the Clerk will not refund the difference of the fees.

13. Application

Pursuant to Va. Code § 2.2-3808.2, an application for a subscription must be completed and submitted to the Clerk. The application must be approved by the Clerk's Office before the appropriate log on information will be issued to the subscriber.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.
SUBSCRIBER

BY: _____
Signature

Date: _____

Printed name

Title

I _____, as a Notary Public do hereby certify that on this

_____ Day of _____, _____, the foregoing instrument was acknowledged before me

by _____
Person Seeking Acknowledgment

Commonwealth of Virginia

County of _____

Notary Signature

Commission Expires: _____

Notary Number: _____

LOUDOUN COUNTY CLERK OF THE CIRCUIT COURT USE ONLY:

Deputy Clerk Land Records Manager's Signature

Printed name